

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
USA

CONTRACT



Vendor ID 0000251130
Reinhart Food Service LLC
DBA Burlington Food Service Co
784 Hercules Dr
PO Box 31
Colchester VT 05446
USA
Phone #: 802-655-7595 ext 314

Contract ID 0000000000000000000017306		Page 1 of 3
Contract Dates 08/10/2010 to 07/31/2011	Origin CP	
Description: CP-EGGS GRADE A FRESH SHELLED	Contract Maximum \$999,999.99	
Buyer Name LaRose, Deborah L	Buyer Phone 828-4635	Contract Status Approved

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		EGGS, GRADE A, FRESH, SHELLED, X-LARGE, LARGE AND MEDIUM CONTRACTOR MUST PROVIDE AND DELIVER WHITE OR BROWN GRADE A EGGS. ALL EGGS DELIVERED MUST COMPLY WITH THE PROVISIONS OF THE VERMONT FRESH EGG LAW - TITLE 6, CHAPTER 27	DOZ	0.01000	0.00	0.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR MEDIUM, LARGE & X-LARGE FRESH GRADE A SHELLED EGGS ISSUED APRIL 21, 2010 AND VENDOR'S RESPONSE DATED MAY 10, 2010.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JANUARY 8, 2009 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED DECEMBER 8, 2008 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

SCOPE OF CONTRACT: TO PROVIDE MEDIUM, LARGE & X-LARGE FRESH GRADE A SHELLED EGGS FOR NORTHERN STATE CORRECTIONAL FACILITY, CALEDONIA WORK CAMP & NORTHEAST REGIONAL CORRECTIONAL FACILITY

CONTRACT PERIOD: AUGUST 1, 2010 TO JULY 31, 2011 WITH THE OPTION TO RENEW FOR ONE ADDITIONAL 12 MONTH PERIOD.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR. ALL DELIVERIES SHALL COMPLY IN ALL RESPECTS WITH THE VERMONT STATE FRESH EGG LAW, TITLE 6, CHAPTER 27, VERMONT STATUTES ANNOTED.

PRICING: MINUS \$.05 PER DOZEN OFF BOSTON MARKET. THE BOSTON MARKET WHOLESALE PRICE WILL BE POSTED ON THE PURCHASING & CONTRACTING WEBSITE AFTER 1:00 PM EVERY TUESDAY FOR THE FOLLOWING WEEK'S PRICING. THE LINK IS [HTTP://BGS.VERMONT.GOV/PURCHASING/EGGPRICES](http://BGS.VERMONT.GOV/PURCHASING/EGGPRICES). ALL PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: ORDERS SHALL BE PLACED BY THE FOOD SERVICE SUPERVISOR. THESE ORDER CAN BE PLACED BY STANDING ORDER, TELEPHONE ELECTRONICALLY OR FAX. PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ACCURACY WITH FILLING ORDERS AND INVOICING IS OF GREAT IMPORTANCE. INVOICING IN ACCORDANCE WITH THE CONTRACT IS ESSENTIAL FOR TIMELY PAYMENTS TO THE CONTRACTOR. PROBLEMS IN RECONCILING INVOICES ARE TIME CONSUMING AND COSTLY. CONTRACTOR WILL WORK WITH THE STATE TO DEVELOP PROCEDURES THAT WILL ENSURE A MINIMUM OF ERRORS. ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY

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THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT						

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE IN PARAGRAPH 3.13. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15
REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15
REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT:
http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

PHYSICAL FACILITIES: THE CONTRACTOR'S WAREHOUSE AND TRUCK MAY BE INSPECTED BY THE STATE OR REPRESENTATIVE OF THE STATE, AND SHALL BE: CLEAN, FREE OF INSECTS AND RODENTS, ADEQUATE FOR STORING AND DELIVERING PRODUCTS (DRY, CHILLED, OR FROZEN), AND MEET OR EXCEED ANY USDA OR FDA REQUIREMENTS.

RECORD KEEPING: UPON THE STATE'S REQUEST, THE CONTRACTOR MUST PROVIDE ACCURATE AND TIMELY REPORTS REGARDING INVOICES, STATEMENTS, CREDITS AND UTILIZATION.

CONTRACTOR REPRESENTATIVE: THE PRIMARY REPRESENTATIVE WHO WILL BE RESPONSIBLE FOR THE FOLLOWING: CONTRACT ADMINISTRATION, RECEIVING AND PROCESSING ORDERS FOR ALL CENTERS, ENSURING ON-TIME DELIVERY AND RESOLVING ANY SUPPLY DISCREPANCIES, AND BEING AVAILABLE ON A DAILY BASIS TO THE STATE FOOD SERVICE SUPERVISOR, OR OFFICE OF PURCHASING & CONTRACTING

FERNANDO CRESTA 802-655-7595
FAX # 802-655-5655
EMAIL: FXCRESTA@RFSDELIVERS.COM

SPECIAL PROVISIONS: ALL EGGS MUST COMPLY WITH PROVISION OF THE "VERMONT FRESH EGGS" LAW, TITLE 6, CHAPTER 27; VERMONT STATUTES ANNOTED.

REPLACEMENT: ANY CLAIM OF PRODUCT DELIVERY THAT IS UNUSABLE (DAMAGED, ROTTEN, INEDIBLE, UNACCEPTABLE SUBSTITUTION, ETC), SHALL BE RESOLVED WITHIN THREE (3) BUSINESS DAYS.

AUDIT: THE STATE RESERVES THE RIGHT TO CONDUCT IN-DEPTH AUDITS THROUGHOUT THE CONTRACT PERIOD.

ADDITIONS AND DELETIONS OF USING FACILITIES: THE STATE RESERVES THE RIGHT TO ADD AN ADDITIONAL FACILITY WITH 30 DAYS' WRITTEN NOTICE OR DELETE ANY FACILITY WITH 60 DAYS' WRITTEN NOTICE.

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IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:
DEB LaROSE, PURCHASING AGENT, TELEPHONE 802-828-4635, FAX 802-828-2222
E-MAIL: deb.larose@state.vt.us

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____